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16 Attorneys for  
 17 Wells Fargo Vendor Financial Services, LLC

18 **UNITED STATES BANKRUPTCY COURT**  
 19 **EASTERN DISTRICT OF CALIFORNIA**  
 20 **FRESNO DIVISION**

21 In re:

22 TULARE LOCAL HEALTHCARE DISTRICT  
 23 dba TULARE REGIONAL MEDICAL  
 24 CENTER,

25 Debtor.

Case No. 17-13797-B-9

Chapter 9

DC No: BPC-001

**STIPULATION TO CONTINUE  
 HEARING ON MOTION FOR ORDER  
 (A) COMPELLING ASSUMPTION OR  
 REJECTION OF EQUIPMENT LEASES  
 AND (B) DIRECTING PAYMENT OF  
 POST-PETITION ADMINISTRATIVE  
 RENT OR, ALTERNATIVELY,  
 (C) TERMINATING THE AUTOMATIC  
 STAY**

Current Date: August 2, 2018  
 Time: 9:30 a.m.  
 Dept: B

Requested Date: October 25, 2018  
 Time: 9:30 a.m.  
 Dept: B  
 Place: Courtroom 13, 5<sup>th</sup> Floor  
 2500 Tulare Street  
 Fresno, CA 93721

1 Wells Fargo Vendor Financial Services, LLC (“WVFS”), on the one hand, and Tulare  
2 Local Healthcare District dba Tulare Regional Medical Center (the “Debtor,” and together with  
3 WVFS, the “Parties”), on the other hand, by and through its undersigned counsel, enter into this  
4 *Stipulation to Continue Hearing on Motion for Order (A) Compelling Assumption or Rejection of*  
5 *Equipment Leases and (B) Directing Payment of Post-Petition Administrative Rent or,*  
6 *Alternatively, (C) Terminating the Automatic Stay* (the “Stipulation”). In support hereof, the  
7 Parties represent as follows:

8 **RECITALS**

9 A. On September 30, 2017 (the “Petition Date”), Tulare Local Healthcare District,  
10 dba Tulare Regional Medical Center (the “Debtor”) commenced its Chapter 9 case.

11 B. Prior to the Petition Date, the District entered into certain agreements (the  
12 “Equipment Leases”) with General Electric Credit Corporation (“GECC”) to lease certain office  
13 equipment (the “Equipment”) as more particularly described in WVFS’s *Motion for Order (A)*  
14 *Compelling Assumption or Rejection of Equipment Leases and (B) Directing Payment of Post-*  
15 *Petition Administrative Rent or, Alternatively, (C) Terminating the Automatic Stay* (the  
16 “Motion”).

17 C. WVFS is the successor in interest to GECC, and, thus, the lessor under the  
18 Equipment Leases.

19 D. On June 29, 2018, WVFS filed the Motion, thereby seeking an order requiring  
20 the Debtor to assume or reject the Equipment Leases by a date certain pursuant to section 365 of  
21 the Bankruptcy Code and directing payment of post-petition administrative rent, or, alternatively,  
22 terminating the automatic stay to allow WVFS to repossess the Equipment. A hearing on the  
23 Motion has been scheduled for August 2, 2018, at 9:30 a.m. (the “Hearing”).

24 E. On July 19, 2018, the Debtor filed its written opposition to the Motion (the  
25 “Opposition”).

26 F. On July 19, 2018, the Debtor also sought, and thereafter obtained, an order  
27 shortening notice on its motion for authority to, among other things, borrow funds, sell personal  
28 property and provide security, assume and assign certain contracts and leases, and to lease real

1 property to a third party (the "Sale Motion"). On July 20, 2018, the Debtor gave notice (the  
2 "Notice of Potential Assumption and Assignment") to certain contract counterparties, including  
3 WFFVS, regarding the potential assumption and assignment of certain unexpired leases and  
4 executory contracts, including the Equipment Leases, to third party Adventist Health.

5 G. To allow the Parties time sufficient to resolve any disputes they may have relative  
6 to the Sale Motion, and because the ultimate ruling on the Sale Motion may render WFFVS's  
7 Motion moot, the Parties have agreed to continue the Hearing on the terms and conditions set  
8 forth herein, subject to Court approval.

9 **STIPULATION**

10 **NOW THEREFORE**, the Parties hereby stipulate and agree as follows:

11 1. The Hearing shall be continued to October 25, 2018, at 9:30 a.m., or such date and  
12 time thereafter that is convenient to the Court (the "Continued Hearing Date").

13 2. WFFVS's time to file written reply to the Opposition shall be extended to seven  
14 (7) days before the Continued Hearing Date.

15 3. This Stipulation may be executed in one or more separate counterparts, and  
16 signatures by facsimile or electronic mail shall be deemed as originals.

17 DATED: July 30, 2018

BUCHALTER  
A Professional Corporation

19 By: /s/ Jeannie Kim

20 JEANNIE KIM  
Attorneys for Movant  
21 Wells Fargo Vendor Financial Services, LLC

22 DATED: July 30, 2018

WALTER WILHELM LAW GROUP  
A Professional Corporation

24 By: 

25 RILEY C. WALTER  
26 KATHLEEN D. DEVANEY  
27 DANIELLE J. BETHEL  
Attorneys for Debtor  
28 Tulare Local Healthcare District, dba Tulare  
Regional Medical Center